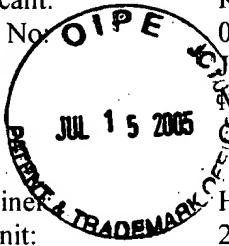


IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Kevin Brehmer et al.
 Serial No: 09/352,494
 Filed: July 13, 1999
 For: METHOD AND ARCHITECTURE FOR AN IMPROVED CMOS
 COLOR IMAGE SENSOR
 Examiner: Ho, Tuan V.
 Art Unit: 2612



CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8(a)

The undersigned hereby certifies that this document is being placed in the United States mail with first-class postage attached, addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the 13th day of July, 2005.

Lori A. Biancuzzo

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Sir:

Transmitted herewith are the following documents:

- ☒ [X] Revocation of Prior Powers of Attorney and New Power of Attorney, along with Schedule A
- ☒ [X] Certificate Under 37 CFR 3.73(b)
- ☒ [X] Copy of Assignments or other documents in the chain of title
- ☒ [X] Return Receipt Postcard

If the enclosed papers are considered incomplete, the Mail Room and/or the Application Branch is respectfully requested to contact the undersigned at (617) 395-7000.

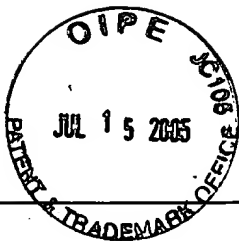
A check is not enclosed. If a fee is required, the Commissioner is hereby authorized to charge Deposit Account No. 50/2762. A duplicate of this sheet is enclosed.

Respectfully submitted,
 Kevin Brehmer et al.

By:

John M. Anastasi, Reg. No. 37,765
 LOWRIE, LANDO & ANASTASI, LLP
 Riverfront Office Park
 One Main Street
 Cambridge, MA 02142
 (617) 395-7000

Dated: July 13, 2005



CERTIFICATE UNDER 37 CFR 3.73(b)

Applicant: Kevin Brehmer et al.

Application/Patent No.: 09/352,494

Filed/Issued: July 13, 1999

Confirmation No.:

Entitled: METHOD AND ARCHITECTURE FOR AN IMPROVED CMOS COLOR
IMAGE SENSOR

Zoran Corporation,

a

Delaware Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university,
government agency, etc.)

certifies that it is the assignee of the entire right, title, and interest in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel: _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Kevin E. Brehmer, Rudolph A. Wiedemann, Ozan E. Erdogan To: Pixel Cam, Inc.

The document was recorded in the Patent and Trademark Office at

Reel _____ Frame, _____ or for which a copy thereof is attached.

2. From: PixelCam, Inc. To: Zoran Corporation

The document was recorded in the Patent and Trademark Office at

Reel _____ Frame, _____ or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the Patent and Trademark Office at

Reel _____ Frame _____, _____ or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned is authorized to act on behalf of the assignee.

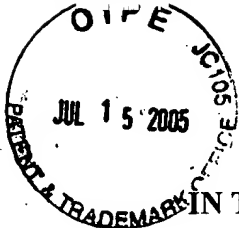
July 13, 2005

Date

Signature

John N. Anastasi

Typed or Printed Name, Reg. No. 37,765



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**REVOCATION OF PRIOR POWERS OF ATTORNEY
and
NEW POWER OF ATTORNEY**

Sir:

The undersigned, Zoran Corporation, assignee of the entire right, title and interest for all of the patents and patent applications identified in the attached Schedule A, hereby revokes all previous powers of attorney or authorizations of agent given in the identified patents and patent applications and in any divisional, continuing, substitute, renewal or reissue applications thereof, and appoints all practitioners of Lowrie, Lando & Anastasi, LLP associated with Customer Number:

37462

as assignee's attorneys or agents with full power of substitution to take any and all action necessary with regard to the identified patents and patent applications, and with regard to any divisional, continuing, substitute, renewal or reissue applications thereof.

Please address all telephone calls to John N. Anastasi at telephone no. (617) 395-7001.

Please forward all correspondence to the correspondence address associated with
Customer Number:

37462

ZORAN CORPORATION

By: [Signature]
Name: Christopher Denten, JD, CPA, LLM
Title: Vice President & General Counsel

Dated: 10/12/04



ASSIGNEE CERTIFICATION

Attached to this power is a Certificate Under 37 CFR 3.73(b).

Dated: July 13, 2005

[Signature]
John N. Anastasi, Reg. No. 37,765
LOWRIE, LANDO & ANASTASI, LLP
Riverfront Office Park
One Main Street
Cambridge, MA 02142
(617) 395-7000



SCHEDULE A

Patents:

ATTORNEY DOCKET NO.	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
PIXL.P0001	09/113,395	07/10/98	6,130,423	18-Jul-1995
PIXL.P0001C	09/613,582	09/12/00		
PIXL.P0001C2	09/957,343	09/19/01		
PIXL.P0002	09/352,494	07/13/99		
PIXL.P0003	09/364,565	07/30/99		
PIXL.P0005	09/406,979	09/28/99		
PIXL.P0006	09/396,333	09/15/99		
PIXL.P0006D	10/281,388	10/24/02		
PIXL.P008	09/434,097	11/05/99		
PIXL.P009	09/413,096	10/05/99	6,465,862	
PIXL.P0009C	10/271,332	10/14/02		
PIXL.P0010	09/615,508	07/12/00		
PIXL.P002Z	60/092,533	07/13/98		

Attorney's Docket

ASSIGNMENT

PATENT

No.: 03588.P002 (For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we

the undersigned, Kevin E. Brehmer, Rudolf A. Wiedemann, and Ozan E. Erdogan

hereby sell, assign, and transfer to Pixel Cam, Inc.

a corporation of California, having a principal place of business at 1500 E. Hamilton Avenue, Suite 211, Campbell, CA 95008, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed July 13, 19 99 and assigned Application No. 09/352,494 and is entitled

Method and Architecture for an Improved CMOS Color Image Sensor

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: August 3, 1999 Kevin E. Brehmer
Name: Kevin E. Brehmer

Date: September 14, 1999 Rudolf A. Wiedemann
Name: Rudolf A. Wiedemann

Date: _____, 19____
Name: Ozan E. Erdogan

Date: _____, 19____
Name: _____

Date: _____, 19____
Name: _____

Date: _____, 19____
Name: _____

State of: _____ }
County of: _____ } SS. Assignment Document Return Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8598

On this _____ day of _____, 19____, before me, _____,
the undersigned Notary Public, personally appeared _____

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) subscribed to the within instrument, and
acknowledged that executed it.
WITNESS my hand and official seal.

Notary's Signature

Attorney's Docket

ASSIGNMENT

PATENT

No.: 03588.P002 (For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we

the undersigned, Kevin E. Brehmer, Rudolf A. Wiedemann, and Ozan E. Erdogan

hereby sell, assign, and transfer to Pixel Cam, Inc.

a corporation of California, having a principal place of business at

1500 E. Hamilton Avenue, Suite 211, Campbell, CA 95008, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed July 13, 19 99 and assigned Application No. 09/352,494 and is entitled

Method and Architecture for an Improved CMOS Color Image Sensor

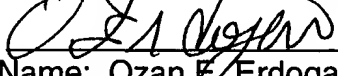
and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: _____, 19 ____ Name: Kevin E. Brehmer

Date: _____, 19 ____ Name: Rudolf A. Wiedemann

Date: Oct. 8, 1999 
Name: Ozan E. Erdogan

Date: _____, 19 ____ Name: _____

Date: _____, 19 ____ Name: _____

Date: _____, 19 ____ Name: _____

State of: _____ } Assignment Document Return Address:
County of: _____ } SS. BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8598

On this _____ day of _____ 19 __, before me, _____,
the undersigned Notary Public, personally appeared _____

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) subscribed to the within instrument, and
acknowledged that executed it.
WITNESS my hand and official seal.

Notary's Signature

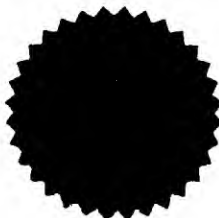
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF "ZORAN CORPORATION", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2108555 8100

AUTHENTICATION: 2206681

030030663

DATE: 01-15-03

BEST AVAILABLE COPY

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

PIXELCAM, INC.

INTO

ZORAN CORPORATION

(PURSUANT TO SECTION 253 OF THE
GENERAL CORPORATION LAW OF DELAWARE)

Zoran Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Company"), does hereby certify:

FIRST: That the Company was incorporated on November 24, 1986, pursuant to the Delaware General Corporation Law.

SECOND: That the Company owns at least ninety percent (90%) of the outstanding shares of each class of stock of PixelCam, Inc., a corporation duly incorporated on March 1, 1998 pursuant to the California Corporations Code.

THIRD: That the Company, by the following resolutions of its Board of Directors, duly adopted by the Board on December 23, 2002, determined to merge PixelCam, Inc., its subsidiary, into itself, on the conditions set forth in such resolutions:

WHEREAS, the Company is the legal and beneficial owner of 100% of the outstanding capital stock of PixelCam, Inc., a California corporation ("PixelCam");

WHEREAS, it is deemed in the best interests of the Company and its stockholders to consolidate its operations through the merger of PixelCam with and into the Company (the "PixelCam Merger"); and

WHEREAS, Section 253 of the Delaware General Corporation Law and Section 1108 of the California Corporations Code provide that if a parent Delaware corporation owns at least 90% of the outstanding shares of each class of stock of a subsidiary California corporation, such California subsidiary may be merged with and into the parent Delaware corporation upon the adoption of an appropriate resolution by the Board of Directors of the parent corporation and the filing of a Certificate of Ownership and Merger with the Delaware Secretary of State;


BEST AVAILABLE COPY

RESOLVED FURTHER, that the PixelCam Merger shall become effective on December 31, 2002.

RESOLVED FURTHER, that the officers of the Company, and any of them, are each hereby authorized and directed to execute all documents and to take such actions as they may deem necessary or advisable to carry out and perform the purposes of the foregoing resolution.

RESOLVED FURTHER, that any actions taken by the officers of the Company prior to the adoption of the foregoing resolutions that are within the authority conferred hereby are hereby ratified, approved and confirmed as the acts necessary in order to carry out and perform the purposes of the foregoing resolutions.

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be signed by its President on this 23rd day of December, 2002.


Levy Gerzberg, President